



# St. Louis Southwestern Railway Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

2-265A010

(415) 541-1757

VIA FEDERAL EXPRESS

September 16, 1992

RECORDATION NO. 10134-K  
FILED 1992

SEP 21 1992-10 50 AM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

RE: I.C.C. Finance Docket No. 28944 --  
St. Louis Southwestern Railway Company  
Equipment Trust Agreement, Series G

Dear Ms. Strickland:

Enclosed for recordation pursuant to the provisions of Title 49, United States Code, Section 11303 are an original and four (4) fully executed counterparts of Assignment and Transfer of Certain Road Equipment, dated as of September 15, 1992, to Equipment Trust Agreement dated as of February 1, 1979, creating St. Louis Southwestern Railway Company Equipment Trust, Series G, a secondary document, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of February 1, 1979, recorded on February 23, 1979, at 2:35 PM, assigned Recordation No. 10134;

First Supplement to Equipment Trust Agreement dated as of August 6, 1979, recorded on August 8, 1979, at 2:35 PM, assigned Recordation No. 10134-A;

Second Supplement to Equipment Trust Agreement dated as of June 1, 1984, recorded on June 19, 1984, at 3:10 PM, assigned Recordation No. 10134-B;

Third Supplement to Equipment Trust Agreement dated as of April 15, 1987, recorded on May 8, 1987, at 10:35 AM, assigned Recordation No. 10134-C;

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a Southern Pacific subsidiary

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Assignment and Transfer of Certain Road Equipment dated as of April 15, 1987, recorded on May 8, 1987, at 10:35 AM, assigned Recordation No. 10134-D;

Fourth Supplement to Equipment Trust Agreement dated as of July 1, 1988, recorded on August 1, 1988, at 3:20 PM, assigned Recordation No. 10134-E;

Assignment and Transfer of Certain Road Equipment dated as of July 1, 1988, recorded on August 1, 1988, at 3:20 PM, assigned Recordation No. 10134-F;

Fifth Supplement to Equipment Trust Agreement dated as of July 10, 1989, recorded on August 28, 1989, at 12:05 PM, assigned Recordation No. 10134-G;

Assignment and Transfer of Certain Road Equipment dated as of July 10, 1989, recorded on August 28, 1989, at 12:05 PM, assigned Recordation No. 10134-H;

Assignment and Transfer of Certain Road Equipment dated as of September 30, 1991, recorded on November 18, 1991, at 3:40 PM, assigned Recordation No. 10134-I; and

Assignment and Transfer of Certain Road Equipment dated as of March 1, 1992, recorded on March 12, 1992, at 8:10 AM, assigned Recordation No. 10134-J.

In connection with the recording of the Assignment and Transfer, dated as of September 15, 1992, to the Equipment Trust Agreement dated as of February 1, 1979, the following information is set forth:

Name and Address of Trustee - Lessor:

CoreStates Bank, N.A.  
510 Walnut Street  
Philadelphia, Pennsylvania 19106

Name and Address of Guarantor - Lessee:

St. Louis Southwestern Railway Company  
Southern Pacific Building  
One Market Plaza  
San Francisco, California 94105

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A description of the railroad equipment covered by the enclosed Assignment and Transfer is set forth in Attachment A attached hereto.


Also enclosed is a check in the amount of \$16 to cover the required recordation fees.

When the recording of the Assignment and Transfer has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return four (4) of the same to the undersigned.

A short summary of the enclosed documents to appear in the Commission's index is:

Assignment and Transfer of Certain Road Equipment dated as of September 15, 1992 between St. Louis Southwestern Railway Company, as Lessee, and CoreStates Bank, N.A., as Trustee, covering 33 boxcars.

Very truly yours,

  
Lenona Young  
Legal Assistant

Enclosures

RECORDED 10/34-K  
SEP 21 1992 10 21 AM  
INTERSTATE COMMERCE COMMISSION

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY  
EQUIPMENT TRUST  
SERIES G

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of September 15, 1992

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CORESTATES BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the fifteenth day of September, 1992, by CORESTATES BANK, N.A., a banking association duly organized and existing under the laws of the Commonwealth of Pennsylvania, Trustee under the Equipment Trust Agreement hereinafter mentioned (hereinafter called the "Trustee"), to ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Missouri (hereinafter called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing date as of February 1, 1979, by and between the Trustee and the Company (hereinafter called the "Equipment Trust Agreement"), there was constituted the "St. Louis Southwestern Railway Company Equipment Trust, Series G," pursuant to which Trustee leased certain railroad equipment to the Company, upon the terms and conditions therein set forth; and

WHEREAS, certain box cars comprising said Trust Equipment, described in Attachment A hereto and incorporated herein by reference, have become unsuitable for use by the Company (hereinafter called "Unsuitable Equipment"), and in accordance with the provisions of said Equipment Trust and in anticipation and consideration of the release of such Unsuitable Equipment, the Company has deposited with the Trustee an amount of cash equal to the fair value of the Unsuitable Equipment (hereinafter referred to as "Cash Deposit").

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by

virtue of the Cash Deposit and the Trustee's acceptance of the Cash Deposit to the Equipment Trust Agreement, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Trustee does hereby constitute and appoint CATHY WIEDECKE to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the



CORESTATES BANK, N.A.  
 RETIRED/DESTROYED UNITS-CASH DEPOSITS/SUBSTITUTES  
 ST. LOUIS SOUTHWESTERN RAILWAY CO. EQUIPMENT TRUST AGREEMENT  
 FOR SERIES G DATED FEBRUARY 01, 1979

7310209

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 92/09/09

BUILDER	UNIT	OWNER	KIND OF EQUIP	BUILT	RECONDITION
PACIFIC CAR & FOUNDRY (PCF)	SSW 062727	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062729	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062731	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062738	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062754	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062755	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062758	SSW	100 TON BOX	7907	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062758	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062765	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062769	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062770	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062771	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062773	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062775	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062780	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062789	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062793	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062796	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062797	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062801	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062803	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062806	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062811	SSW	100 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 062815	SSW	100 TON BOX	7907	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067754	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067770	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067771	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067779	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067780	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067843	SSW	70 TON BOX	7905	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067861	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067895	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067925	SSW	70 TON BOX	7906	
PACIFIC CAR & FOUNDRY (PCF)	SSW 067995	SSW	70 TON BOX	7907	

ATTACHMENT A

TOTAL 33 UNITS